

**OHIO STATE EMPLOYMENT RELATIONS BOARD  
IN THE MATTER OF FACT-FINDING BETWEEN**

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**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 3544, UNION**

**and**

**12-MED-09-0868**

**SPRINGFIELD TOWNSHIP (LUCUS COUNTY) TRUSTEES/**

**PRESENTED TO:  
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**And**

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**And**

**STEVE SPIRN  
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**Attendees:**

**For the International Association of Firefighters Local 3544:  
Michelle T. Sullivan, Esq  
Marc Welsh, F.F./Paramedic  
James Schill, F.F./EMT  
Greg May, Local 3544 Vice President, F.F./EMTP**

**For the Township of Springfield (Trustees)  
Steven Spirn, Labor Relations Consultant  
Leslie Kohli, Administrator  
Rick Helminski, Assistant Fire Chief  
Barry Cousino, Fire Chief**

**Before Fact Finder: Betty R. Widgeon**

## **Introduction**

This Fact Finding arises pursuant to the Ohio Revised Code, Section 41117.14, between the International Association of Firefighters, Local 3544, (Union) and the Township of Springfield (Lucas County) Trustees, (Employer). The report of Betty R. Widgeon who was selected as Fact Finder is issued below. The present set of negotiations involves a wage reopener for the CBA that expires on December 31, 2013.

The Fact Finder initiated pre-hearing communication with counsel in the form of emails and a pre-hearing conference. During the pre-hearing conference the parties stipulated to an extension of time until November 26, 2012 for issuance of the fact-finding report. The parties disclosed limited attempts at negotiation and/or mediation. When the parties met on October 29, 2012 to negotiate, the Union presented a wage proposal; the Employer did not present a proposal; instead, it indicated that it first needed to discuss the Union's proposal with the Township trustees who would meet on November 5, 2012. A second negotiation session was scheduled for November 8, 2012. The Employer subsequently canceled this session.

The Fact Finder received a prehearing statement via electronic transmission from the representative for the Employer on November 10, 2012 and from the representative for the Union on November 16, 2012. The Fact Finder also subsequently received a hard copy of the Employer's statement from representative Spirn. In compliance with the Ohio Public Employee Bargaining Statute Rule 4117-9-05, representatives for the parties met with the Fact Finder for the fact-finding hearing. The hearing was held at the Springfield Township Administrative Offices, 7617 Angola Rd., Holland, OH 43528 at 1:30 p.m. on Monday, November 19, 2012.

At the Fact Finding hearing the parties agreed to attempt mediation before starting the hearing. No settlement was reached. Ms. Sullivan presented the Union's position through a series

of supporting exhibits. Mr. Spirn presented one exhibit in support of the Employer's position. This report is submitted on November 26, 2012 at the time and in the manner stipulated to by the parties (via email attachment to both representatives and via certified mail to representative Spirn at his request).

### **Background**

Springfield Township is a growing suburb adjacent to western Toledo. It is served by I-75/US-23 and enjoys close proximity to the Toledo Express Airport and the Ohio Turnpike. The 2010 census lists the population at 26,193. The current negotiations are between the Employer and employees represented by the International Association of Firefighters, Local 3544. The bargaining unit consists of 36 full-time firefighter/paramedics and firefighter/EMTs. It also includes four dispatchers who dispatch firefighters/paramedics to calls within the Township and also to the Village of Holland. The Village of Holland pays Springfield Township for services each year. The employee classifications are Firefighter/Paramedics, Lieutenants, Captains, and Dispatchers.

### The Union's Proposal with respect to Article 21 (WAGES)

The Union proposes a **5%** across the board increase on 01/01/2013 along with an additional **5% \*wage adjustment for Dispatchers** on 01/01/2013.

<b>21.1 Dispatcher</b>	<b>New Hire</b>	<b>6-12 Months</b>	<b>1 Year</b>
01/01/2011	\$13.76	\$14.26	\$14.76
01/01/2013 *wage adjustment	\$14.17	\$14.69	\$15.20
01/01/2013 (5%)	\$14.88	\$15.42	\$15.96

<b>21.2 New F/F/EMT Basic</b>	<b>New Hire</b>	<b>6-12 Months</b>	<b>1 Year</b>
01/01/2011	\$17.59	\$18.09	\$18.59
01/01/2013 (5%)	\$18.47	\$18.99	\$19.52

<b>21.3 Firefighter/Paramedic</b>	<b>New Hire</b>	<b>6-12 Months</b>	<b>1 Year</b>
01/01/2011	\$18.63	\$19.13	\$19.63
01/01/2013 (5%)	\$19.56	\$20.08	\$20.61

<b>21.4 Lieutenant</b>	<b>New Hire</b>	<b>6-12 Months</b>	<b>1 Year</b>
01/01/2011	\$20.19	\$20.69	\$21.19
01/01/2013 (5%)	\$21.20	\$21.73	\$22.25

<b>21.5 Captain</b>	<b>New Hire</b>	<b>6-12 Months</b>	<b>1 Year</b>
01/01/2011	\$21.70	\$22.20	\$22.70
01/01/2013 (5%)	\$22.79	\$23.31	\$23.84

### The Union's Rationale

When compared to fire departments from like-sized and surrounding communities around the state, the Springfield Township fire department employees are paid substantially less. The Union proposes the following cities and townships as comparables, based on their populations,

their per capita and median household incomes (2010 Census), their total revenue general funds (most recent), and their total expenditures general fund (most recent): the cities of Bowling Green, Maumee, Oregon, and Perrysburg, and Perrysburg and Sylvania Townships. The Union points out that recently the Township has lost fire department employees to fire departments with better wages. The wage disparity is especially glaring with respect to dispatchers. Dispatchers relocated to a facility in downtown Toledo find themselves working side by side with city dispatchers performing the same or similar job duties and earning \$10,000 more a year.

### **The Employer's Proposal with respect to Article 21 (WAGES)**

The Employer proposes a **0% increase across the board** for 2013.

<b>Classification</b>	<b>New Hire</b>	<b>6-12 Months</b>	<b>1 Year</b>
<b>21.1 Dispatcher 01/01/11</b>	\$13.76	\$14.26	\$14.76
<b>21.1 Dispatcher 01/01/13 (0%)</b>	\$13.76	\$14.26	\$14.76
<b>21.2 New FF/EMT Basic 01/01/11</b>	\$17.59	\$18.09	\$18.59
<b>21.2 New FF/EMT Basic 01/01/13 (0%)</b>	\$17.59	\$18.09	\$18.59
<b>21.3 FF/Paramedic 01/01/11</b>	\$18.63	\$19.13	\$19.63
<b>21.3 FF/P'medic 01/01/13 (0%)</b>	\$18.63	\$19.13	\$19.63
<b>21.4 Lieutenant 01/01/11</b>	\$20.19	\$20.69	\$21.19
<b>21.4 Lieutenant 01/01/13 (0%)</b>	\$20.19	\$20.69	\$21.19
<b>21.5 Captain 01/01/11</b>	\$21.70	\$22.20	\$22.70
<b>21.5 Captain 01/01/13 (0%)</b>	\$21.70	\$22.20	\$22.70

### **The Employer's Rationale**

The Employer points out that zero is, in fact, a real number. It proposes a 0% increase across the board. The Employer argues that while it does not intend to ultimately remain at zero, none of the figures presented by the Union at this time can take into account the final picture going into 2013. That final picture is unknown at this time. Moreover, the Employer believes revenue will be tight, and will probably show a continuing declining picture. It underscores that those numbers are still being collected. The Employer reiterates that changes in tax collection, real estate evaluation, funding mandates, and end of year reconciliation of the books all will influence the Township's ultimate ability to offer a wage increase.

### **Criteria for the Fact Finder**

Rule 4117-9-05 sets forth the criteria the Fact Finder is to consider in making recommendations.

1. Past collectively bargained agreements, if any.
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service.
4. The lawful authority of the public employer.
5. Any stipulation of the parties.
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

### Fact Finder's Recommendation Regarding Article 21 (WAGES)

The Fact Finder took all these criteria into consideration in making her recommendations. Commenting particularly on criteria numbers 2, 3, and 6. The comparables offered by the Union appear to be balanced—with respect to population, per capita and median house income (based on the 2010 Census), total revenue general fund, and total expenditures general fund—and they should be given considerable weight. The Employer's argument, that the nature and timing of the budgetary process precludes any real fiscal decision at this moment, ignores a clear-cut interpretation of the actual circumstances.

Although the Employer does not argue inability to pay, the Fact Finder is impressed by the support for the Union's figures, especially the disclosures relating to level of the Township's unencumbered fund balances. With respect to where Township Fire department employees are on the wage scale in comparison with similarly situated employees, a 2.5% pay increase is reasonable. Taking the above criteria into consideration, along with the rationale listed below, the Fact Finder recommends the language that follows with respect to Article 21.

The Fact Finder proposes a **2.5%** across the board increase on 01/01/2013 and an additional **2.5% adjustment for Dispatchers** on 01/01/2013.

Classification	New Hire	6-12 Months	1 Year
<b>Dispatcher adjustment 01.01.2013 (2.5%)</b>	\$14.10	14.61	\$15.12
<b>21.1 Dispatcher</b>	\$14.46	\$14.97	\$15.50
<b>21.2 New FF/EMT Basic</b>	\$18.03	\$18.54	\$19.05
<b>21.3 FF/Paramedic</b>	\$19.09	\$19.61	\$20.12
<b>21.4 Lieutenant</b>	\$20.69	\$21.21	\$21.72
<b>21.5 Captain</b>	\$22.24	\$22.76	\$23.26

### **Fact Finder's Rationale**

The Union presented its proposal for a wage increase during the parties' scheduled negotiation sessions in good faith. Both sides agree that the Township's dispatchers' pay is significantly out of line in comparison to all other dispatchers in both townships and cities within the surrounding area. The Employer's caution is noted, but the degree to which that caution is exercised is unsupported by the facts and figures currently presented. On almost every measure, all Township Fire Department employees' wages lag well behind their counterparts. The Township is a vibrant, growing suburb. Its fire department provides extensive services to its population without benefit of any additional tax assessments, municipal or village income taxes that larger communities and cities are able to tap. The median household income is \$53,506; this ranks significantly above the national average of \$50,935. Township's per capita income is \$29,818, which ranks above the national average of \$26,154. Moreover, although the Township pays a substantial portion of employee health benefits, percentage-wise, those Employer costs are less than Employer costs nationally. In light of the entire picture, the Fact-Finder did not find a compelling presentation by the City that persuades the Fact-Finder that an across the board 0% increase is reasonable or appropriate at this time.

Respectfully submitted and issued this 26<sup>th</sup> day of November 2012.



Betty R. Widgeon

### **Certificate of Service**

I, Betty R. Widgeon hereby certify that a true copy of the foregoing Fact Finder's Report was served by electronic mail via email attachment upon Steven Spirn, representative for the Employer, at [stevens333@aol.com](mailto:stevens333@aol.com) and Michelle T. Sullivan, Attorney for the Union

at [msullivan@afwlaw.com](mailto:msullivan@afwlaw.com) as stipulated to by the parties, upon the Ohio State Employment Relations Board via **Don M. Collins, Bureau of Mediation State Employment Relations Board, 65 East State Street, Suite 1200, Columbus, Ohio 43215-4213** at [donald.collins@serb.state.oh.us](mailto:donald.collins@serb.state.oh.us) this 26th day of November, 2012, and upon Steven Spirn at 79900 St. Andrews Road, Perrysburg, OH 43551



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Betty R. Widgeon, Fact Finder